



**SO ORDERED.**

**SIGNED this 05 day of July, 2005.**

  
LEIF M. CLARK  
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

IN RE:	§	CASE NO. 03-54498
	§	
CHARLIE V. LANDY, and	§	CHAPTER 13
PATRICIA A. LANDY,	§	
	§	
DEBTORS.	§	
	§	
CHARLIE V. LANDY, and	§	ADV. NO. 05-5105
PATRICIA A. LANDY,	§	
	§	
PLAINTIFFS,	§	
	§	
v.	§	
	§	
COUNTRYWIDE HOME LOANS,	§	
	§	
DEFENDANT.	§	
	§	

**FINAL AGREED JUDGMENT**

Based upon the agreement of the parties that neither party is making any admission of liability, or the extent of damages and that based upon the agreement, and that this *Final Agreed Judgment* be entered by the Court, it is hereby

**ORDERED** that Defendant shall cancel the foreclosure sale set for July 5, 2005 with respect to the real property that is the subject of this litigation;

**ORDERED** that Plaintiffs shall withdraw the Motion to Reconsider Default they filed on June 17, 2005 in the bankruptcy case;

**ORDERED** that within ten (10) days following the entry of this Judgment, Plaintiffs shall deliver to Defendant the sum of \$2,090.00 in certified or otherwise “good funds,” to be applied against the amount of the post-petition arrears to be added to the Proof of Claim pursuant to this Judgment;

**ORDERED** that within thirty (30) days following the entry of this Judgment, Defendant shall amend its Proof of Claim (and Plaintiffs shall thereafter provide payment under an amendment to the Chapter 13 Plan) to include the post-petition arrears through July 31, 2005, including any foreclosure sale costs incurred and the attorneys’ fees incurred in the defense of this litigation, less the amount of \$2,090.00 paid by Plaintiffs hereinabove;

**ORDERED** that upon the receiving \$2,090.00 from the Plaintiffs, Defendant shall withdraw each Notice of Termination and Notice of Default relating to default under the Agreed Order entered June 1, 2004; the Automatic Stay shall remain in full force and effect, with the regular payments thereunder to resume August 1, 2005; and the parties hereto shall abide by the terms and conditions of the said Agreed Order, for which time shall be of the essence;

**ORDERED** that, except as provided hereinabove, each and every cause and claim held by Plaintiff against Defendant and its predecessors, successors, and their agents, arising out of or related to the acts and occurrences set forth in the Adversary Complaint filed herein shall be, and hereby is, waived and released.

**ORDERED** that, except as provided hereinabove, each party is to bear its own attorneys' fees and costs of suit herein.

**This is a final judgment, and this terminates and closes the adversary proceeding.**

###

APPROVED AS TO FORM AND SUBSTANCE:

/s/ Charles Bondurant 7/1/2005

CHARLES BONDURANT

11825 IH 10 West, Ste. 202

San Antonio, TX 78230

(210) 690-2700 Telephone

(210) 691-2862 Facsimile

Email: [cjbcakes1@sbcglobal.net](mailto:cjbcakes1@sbcglobal.net)

ATTORNEY FOR PLAINTIFF

BARRETT BURKE WILSON

CASTLE DAFFIN & FRAPPIER, L.L.P.

By: /s/ Richard D. Brady 7/1/2005

RICHARD D. BRADY, TBA# 24035177

1900 St. James Place, Suite 500

Houston, Texas 77056

(713) 621-8673 Telephone

(713) 621-8583 Facsimile

Email: [WDECF@BBWCDF.COM](mailto:WDECF@BBWCDF.COM)

ATTORNEYS FOR DEFENDANT